

# **REQUEST FOR PROPOSAL**

## **TECHNICAL ASSISTANCE FOR THE RENEWABLE ENERGY PROGRAM**



RFP #500-01-503  
State of California  
California Energy Commission  
February 2002

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3	Contractor Certification Clauses
4	Customer References
5	Target Area Contract Preference Act
6	Enterprise Zone Act
7	Local Agency Military Base Recovery Area Act
8	Standard Agreement

## **I. Introduction**

### **Background**

The Renewable Energy Program (REP) was established pursuant to Assembly Bill 1890 (AB 1890, Statutes 1996, Chapter 854) and Senate Bill 90 (SB 90, Statutes 1997, Chapter 905). AB 1890 deregulated the State's electricity industry and provided the California Energy Commission (Commission) with \$540 million to establish a new statewide renewable policy to help support existing, new, and emerging renewable technologies. Under AB 1890, the \$540 million was to be collected from the ratepayers of Southern California Edison Company, Pacific Gas & Electric Company, and San Diego Gas & Electric Company from January 1998 through March 2002. SB 90 directed the \$540 million to be deposited into the Renewable Resource Trust Fund and charged the Commission with administering the Fund.

Assembly Bill 995 (AB 995, Statutes 2000, Chapter 1051) and Senate Bill 1194 (SB 1194, Statutes 2000, Chapter 1050) enacted on September 30, 2000, created the Reliable Electric Service Investments Act (RESIA) and extended the REP for 10 years, from 2002 through 2011, with an additional \$1.35 billion in funding.

The REP consists of five subparts called Accounts. These five Accounts provide: 1) incentives for new renewable power plants (operational after September 26, 1996); 2) incentives for existing renewable power plants (operational prior to September 26, 1996); 3) incentives for emerging renewable technologies in distributed generation applications; 4) incentives for consumers to purchase eligible renewable power for their homes and businesses; and 5) education and market support activities to enhance the renewable power market. Each of these subparts of the REP requires a variety of contracted technical support activities to help ensure that the incentives are spent effectively.

### **What is the Purpose of this RFP?**

The purpose of this Request for Proposal (RFP) is to solicit proposals that will lead to the selection of a Contractor and a team of subcontractors to provide technical support to the California Energy Commission's Renewable Energy Program (REP).

In this RFP, Bidders will be asked to propose data collection efforts; incentive levels and structures; engineering, economic, and institutional analyses; and allocation and administrative procedures that will most effectively assist the REP in efficiently providing incentive support to California's renewable industries, thereby maximizing the benefits that renewable power can provide to the State.

## **I. Introduction, Continued**

### **How Is This RFP Organized?**

This Request for Proposal (RFP) is organized into the following six sections:

Section I	Introduction
Section II	Background
Section III	Work Statement
Section IV	Proposal Format and Required Documents
Section V	Administration
Section VI	Evaluation

### **How Much Funding is Available?**

There is a maximum of up to \$2,686,300 available for the contract resulting from this RFP. Of this amount, \$761,300 is immediately available and the remaining balance, \$1,925,000 may be available from the budgets for fiscal years 2002/03 and 2003/04. The contract will be let up to the entire amount of \$2,686,300.

Funding for fiscal years 2002/03 (\$775,000) and 2003/04 (\$775,000) is subject to the availability and approval of the Governor's 2002/03 and 2003/04 budgets. Potential federal funding of \$375,000 (in fiscal year 2002/03) is serving as a placeholder, dependent upon staff responding to any future federal solicitations. This partial funding is subject to the approval of the United States Department of Energy and to any additional restrictions, limitations, or conditions imposed by the United States Department of Energy, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this contract.

This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget or program requirements.

### **Is Work Guaranteed?**

The Commission makes no guarantee that any or all of the funds will be assigned in any given year or that any or all of the selected consultants will be assigned work.

## **I. Introduction, Continued**

### **What Are the Key Activities and Dates?**

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

<b>ACTIVITY</b>	<b>ACTION DATE</b>
RFP Release	February 1, 2002
Deadline for Written Questions	February 15, 2002
Pre-Bid Conference	February 15, 2002
Distribute Questions/Answers and Addenda (if any) to RFP	As Necessary
Deadline to Submit Proposals	March 27, 2002
Interviews	If necessary
Notice of Proposed Award	April 15, 2002
Commission Business Meeting	May 29, 2002
Contract Start Date	June 17, 2002
Contract Termination Date	June 16, 2005

### **How Do I Respond to this RFP?**

Responses to this solicitation will be in the form of an Administrative Response, and a Technical and Cost Proposal, according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization, project management and approach to perform the tasks described in the Work Statement found in Section III, and the Cost Proposal shall detail the Bidder's labor costs to perform such tasks.

### **How Can I Obtain Further Information?**

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

**February 15, 2002, 10:30 a.m.**  
**California Energy Commission**  
**1516 Ninth Street, Hearing Room B**  
**Sacramento, California 95814**  
**Telephone: (916) 654-4392**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Commission, questions posed during the Pre-Bid Conference may be answered orally or in writing. All oral or written questions, received prior to or at the Pre-Bid Conference, will be answered in writing and will be distributed to recipients of this RFP



## **I. Introduction, Continued**

sometime after the Pre-Bid Conference and posted on the Commission's Web Site at [www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts). The deadline for written questions is February 15, 2002, by 5:00 p.m.

### **Who Do I Contact?**

Questions or clarifications about this RFP should be directed to:

KATHY CHAN, CONTRACTS OFFICER  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-4379  
FAX: (916) 654-4423

This RFP is available through the Commission's Web Site at:  
[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts). Copies may be obtained by writing or calling:

California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-4788  
FAX: (916) 654-4423

### **Verbal Communication**

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

### **What Are My Responsibilities For Submitting A Proposal?**

Bidders must take the responsibility to:

- Carefully read this entire RFP.
- Ask the appropriate questions in a timely manner.
- Submit all required responses in a complete manner by the required date and time.
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed.
- Carefully reread the entire RFP before submitting a proposal.

## **I. Introduction, Continued**

### **Are there Reference Documents?**

Bidders responding to this RFP should familiarize themselves with the following publications and documents which can be accessed on the Commission's Web Site at [www.energy.ca.gov/renewables/documents/index.html](http://www.energy.ca.gov/renewables/documents/index.html). For individuals without access to the Internet, paper copies of the documents may be obtained from:

California Energy Commission  
Publications Unit  
1516 Ninth Street, MS-13  
Sacramento, CA 95814  
(916) 654-5200

- **Policy Report on AB 1890 Renewables Funding: Report to the Legislature**  
Publication Number P500-97-002. March 1997, 100 pp
- **Overall Guidelines for Renewable Resource Trust Fund**  
Publication Number P500-01-014, Fourth Edition. Revised May 2001, 23 pp
- **Existing Renewable Resources Account Guidebook**  
Publication Number P500-01-014V1 (Volume 1), Fifth Edition. Revised September 2001, 30 pp
- **New Renewable Resources Account Guidebook**  
Publication Number P500-01-014V2A (Volume 2A), Third Edition. Revised May 2001, 43 pp  
Publication Number P500-97-011V2B (Volume 2B), Second Edition. September 2000, 42 pp
- **Emerging Renewable Resources Account Guidebook**  
Publication Number P500-01-013V3 (Volume 3), Eighth Edition. Revised December 2001, 36 pp
- **Customer Credit Subaccount Guidebook**  
Publication Number P500-01-014V4 (Volume 4), Sixth Edition. Revised September 2001, 62 pp
- **Consumer Education Subaccount Guidebook**  
Publication Number P500-97-011V5 (Volume 5), Second Edition. Revised September 2000, 16 pp

## **I. Introduction, Continued**

The document below can be accessed on the Commission's Web Site at <http://www.energy.ca.gov/renewables/00-REN-1194/documents/index.html>

- **Investing in Renewable Electricity Generation in California (Report to the Governor and Legislature)**

Publication Number P500-00-022. June 22, 2001, 81 pp

## II. Background

The Renewable Energy Program (REP) was established pursuant to Assembly Bill 1890 (AB 1890, Statutes 1996, Chapter 854) and Senate Bill 90 (SB 90, Statutes 1997, Chapter 905). AB 1890 deregulated the State's electricity industry and provided the California Energy Commission (Commission) with \$540 million to establish a new statewide renewable policy to help support existing, new, and emerging renewable technologies. Under AB 1890, the \$540 million was to be collected from the ratepayers of Southern California Edison Company, Pacific Gas & Electric Company, and San Diego Gas & Electric Company from January 1998 through March 2002.

Under SB 90, the \$540 million was deposited into the Renewable Resource Trust Fund, and the Commission was charged with administering the Fund through four separate and distinct Accounts: the Existing Renewable Resources Account, the New Renewable Resources Account, the Emerging Renewable Resources Account, and the Customer-Side Renewable Resource Purchases Account (comprised of two Subaccounts, Customer Credit and Consumer Education). The Commission subsequently developed eligibility requirements, yearly allocations, and funding guidelines to assist participants in applying for funding.

In addition to specifying how the funding was to be distributed to renewable technologies, SB 90 also required the Commission to submit quarterly, annual, and biennial reports to the Legislature on various aspects of the Program ranging from overall Program results to status of payments from individual Accounts.

Assembly Bill 995 (AB 995, Statutes 2000, Chapter 1051) and Senate Bill 1194 (SB 1194, Statutes 2000, Chapter 1050) enacted on September 30, 2000, created the Reliable Electric Service Investments Act (RESIA) and extended the REP for 10 years, from 2002 through 2011, with an additional \$1.35 billion in funding. The \$135 million per year will be collected from the ratepayers of Southern California Edison Company, Pacific Gas & Electric Company and San Diego Gas & Electric Company. RESIA required the Commission to develop a report recommending funding allocations for the first five years of the collection, beginning in January 2002. Subsequently, the Commission created an investment plan, *Investing in Renewable Electricity Generation in California*, for the Legislature's consideration that recommends an allocation of the \$675 million collected over the first five years of the collection period. The Commission adopted the report and submitted it to the Legislature and Governor in June 2001.

A goal of the Investment Plan is to vigorously pursue investments in renewable resources with the long-term view of a fully competitive and self-sustaining renewable energy supply in California. The Commission adopted targets for renewable generation in the state, beginning with the current baseline of 12% of the total electrical generation. The target percentage is an annual increase of one (1) percentage point per year, reaching 17% of the total electrical generation for use in California by 2006.

## **II. Background, Continued**

### **RENEWABLE ENERGY PROGRAM ACCOUNTS OVERVIEW**

In the Investment Plan, the REP consists of five subparts called Accounts (expanding on the four Accounts established by SB 90 by explicitly dividing the Consumer-side Account into the Customer Credit and Consumer Education components). Briefly, these five Accounts provide: 1) incentives for new renewable power plants (operational after September 26, 1996); 2) incentives for existing renewable power plants (operational prior to September 26, 1996); 3) incentives for emerging renewable technologies in distributed generation applications; 4) incentives for consumers to purchase eligible renewable power for their homes and businesses; and 5) education and market support activities to enhance the renewable power market. Each of these Accounts of the REP requires a variety of contracted technical support activities to help ensure that the incentives are spent effectively. The following provides a more in-depth description of the Renewable Energy Program's Accounts.

#### **Existing Account**

The Existing Account was designed to provide support for “existing” renewable electricity generating facilities and to assist these facilities during the state's transition to a competitive electricity market. The Account was originally allocated \$243 million (45% of the \$540 million in funds) under SB 90. Funds from this Account are reserved for renewable generators who were on-line and generating electricity for sale before September 26, 1996.

The renewable technologies within this Account are grouped into three tiers: the first tier (biomass, waste tire, and solar thermal) was allocated \$135 million; the second tier (wind) was allocated \$70.2 million; and the third tier (geothermal, small hydropower, digester gas, landfill gas, and municipal solid waste) was allocated \$37.8 million.

Renewable generators must apply to the Commission for registration as a “Registered Renewable Supplier.” Registered suppliers may apply for funding and, if eligible, will receive payments for each month's eligible generation. Eligible generators began receiving payments early in 1998.

Payments are made to suppliers on a monthly basis and are distributed through a cents-per-kilowatt hour production incentive. The payments are tied to the relationship between the market clearing price for electricity and “target prices” set for each tier, subject to a price cap.

Under the current program, over \$138 million has been disbursed to renewable facilities participating in this Account.

#### **New Account**

The New Account was designed to provide support to “new” renewable electricity generating facilities (those coming on-line after September 26, 1996) to help increase the amount of renewable electricity generation in California's power mix. The Account was originally allocated \$162 million, or 30% of the AB 1890 funds. Funds are distributed through “auctions”

## **II. Background, Continued**

in which project developers submit bids for the amount of support they anticipate needing for their project to be able to compete in the electricity market. Bids are in the form of a cents/kWh incentive amount, along with an estimate of the first five years of project generation. Bidders are required to submit evidence that they have applied for the necessary permits for the project, or submit a bid bond equal to 10% of their proposed award.

The first auction was held in June 1998 and resulted in 55 winning bids representing 530 MW of new renewable capacity. Thirty-five (35) of the winning projects representing 200 MW of new renewable capacity are already on-line and generating electricity. Five projects have cancelled their awards. Once facilities are operational, their monthly generation qualifies for the production incentive.

Two additional auctions for \$40 million each were held using rollover funds from the Existing Account that became available due to the high market prices for electricity during 2000-2001. These auctions were designed to help ease California's electricity crisis by encouraging projects to come on-line by summer 2001 and summer 2002 through a system of bonuses for early on-line dates and penalties for later on-line dates. The second auction, held in November 2000, resulted in 17 winning projects totaling 471 MW. The third auction, held in September 2001, resulted in 9 winning projects totaling 300 MW.

Winning projects are required to meet a series of project development and construction milestones between the auction in which they participated and their expected on-line date, and to submit regular reports to the Commission describing their progress toward coming on-line. These milestones and reports are designed to enable the Commission to track the progress of projects and distinguish projects with a serious intent and opportunity of becoming operational.

Payments are made to facilities once they are on-line and generating electricity. Facilities submit monthly invoices to the Commission showing the number of kilowatt-hours of renewable energy generated that month, along with third-party verification of the generation. Payments are based on the generation multiplied by the facility's cents/kWh incentive bid.

### **Emerging Account**

The Emerging Account (Emerging Renewables Buydown Program [ERBP]) was created to advance market development of specified renewable-based generation technologies designed to provide all or part of a consumer's on-site electrical needs. Although the specified technologies have significant market potential, they face fundamental obstacles preventing their widespread use by electric customers. The identified obstacles include: 1) high prices for the technologies, 2) technologies not well known in the market place, and 3) lack of market infrastructure. By providing monetary incentives in the form of rebates to reduce the up-front costs, the goal of the ERBP has been to increase market penetration, encourage increased production, and eventually increase market competition which could lower prices so that the technologies could eventually compete on their own without government subsidies.

## **II. Background, Continued**

The ERBP was originally allocated \$54 million or 10% of the AB 1890 funds and focused on four emerging technologies: solar photovoltaics (PV), small wind turbines, fuel cells using renewable fuels, and solar thermal electric generation. Most of the activity to-date has been with solar PV, which was the most mature and having the widest market potential of the four technologies. Under the Commission's Investment Plan, additional technologies may be added to the list of technologies that qualify for incentives under the ERBP.

### **Customer Credit Account**

The Customer Credit Account was allocated \$67.5 million (10% of the funds) to support the development of a consumer market for renewable energy.

These funds are distributed through customer credits or rebates (not to exceed 1.5 cents per kilowatt-hour) to eligible customers who buy the renewable attributes of eligible renewable electricity through direct access transactions. Rather than making payments to individual customers, payments from the Account are issued as reimbursements to electric service providers after the provider reports that it has passed the credit onto its customers.

Electric service providers must register with the Commission before receiving any funding. After registration, providers receive a monthly reimbursement for credits they already passed on to eligible consumers for their purchase of eligible renewable power. Energy wholesalers may also register with the Commission, but they do not receive any funding from the Customer Credit Account. Customer credits may be given without regard to whether the power supplier is receiving incentive payments from other Accounts within the REP.

Registered providers and wholesalers submit monthly reports to the Commission documenting their eligible transactions. The Commission tracks these transactions and verifies the supply-side data with information from the New and Existing Accounts. The Commission also reviews annual reports submitted by wholesalers and providers and reports by Certified Public Accountants who follow agreed-upon procedures to review the annual reports.

### **Complex Challenges in Implementing the Customer Credit Account in 2002 and Beyond**

The Commission is faced with a number of challenges as it embarks upon implementing the Customer Credit Account effectively in year 2002 and beyond. These challenges are dynamic, complex, and unique to California's energy system.

The numerical targets identified in the Investment Plan assume that the Customer Credit Account will provide an effective tool to spur demand for renewables and entice consumers to purchase renewable energy rather than electricity generated from fossil fuels. Challenges facing the implementation of the Customer Credit Account have ripple effects through every other component of the REP and, ultimately, California's ability to maintain and expand the number of renewable energy facilities in California.

## **II. Background, Continued**

To begin, the implementation of the Customer Credit Account is predicated upon the existence of a direct access market, but the direct access market has declined significantly since the Commission adopted the Investment Plan. The market's potential to foster renewable energy development suffered a major blow when, effective September 1, 2001, direct access was suspended and no new customers can enter into a direct access contract. Those customers who already had contracts in place prior to that date, however, may continue to be served through the direct access market and receive the customer credit. The Commission intends to continue to provide eligible customers with the customer credit, but this change puts into serious question the long-term effectiveness of the current structure of the Customer Credit Account.

A second market development is the possible enactment of a Renewable Portfolio Standard (RPS) for California. SB 1194 requires an independent panel appointed by the Governor to review, among other things, "the relative costs and benefits of adopting a tradeable minimum renewable energy requirement in California." In year 2001, the Legislature considered various bills that proposed an RPS for California.

An RPS would make it mandatory for all electric service providers to offer a specific amount of renewable electricity to consumers, although providers may choose to exceed the minimum standard. The state would need to track generation from all renewable facilities in the state, and track sales by all electric service providers. This effort could require coordination with states throughout the western region of the country.

Implementing the energy tracking systems necessitated by an RPS would be extremely complex. It would require the state to develop a sophisticated, centralized accounting system to track the generation of renewable facilities and would be unprecedented in California.

Also, an RPS would likely necessitate a restructuring of the Customer Credit Account to address, at a minimum, if the rebate should be offered to sales of renewable electricity that are mandated by law. It may also require that the other Accounts in the REP be restructured to ensure the efficient use of State funds and an effective integration of programs.

The Commission may seek technical support from this contract to recommend the most effective way to develop an RPS, and/or to efficiently implement it and integrate it into the REP.

Due to the changes in the direct access market since the adoption of the Investment Plan, and those changes that may be forthcoming, the Commission will need technical assistance to evaluate how to spur market demand for renewable energy such that the State's goals for its energy system mix can be achieved. The Commission may require technical assistance to recommend changes to the Guidelines of the Customer Credit Account, changes in the enabling Legislation to more effectively utilize this Account, and technical assistance in implementing new requirements.



## **II. Background,** Continued

### **Consumer Education Account**

The goal of the Consumer Education Account is to expand the market for renewable energy by increasing public awareness of renewable technologies and their potential benefits. SB 90 allocated 1% or \$5.4 million for a four-year program to conduct promotional and educational activities. A wide range of consumer education activities has been implemented under this program in support of these goals. The Renewable Energy Marketing Board (REMB) and their coalition of partners conducted grass roots and media activities in targeted communities throughout the State. Market research was conducted to better understand the market for emerging renewable technologies. Two grant solicitations were conducted and 12 grants were awarded to various entities and organizations to support consumer education and outreach activities. Additionally, the Commission is working with a marketing/public relations firm to conduct a statewide Renewable Energy Public Awareness Campaign.

### **III. Work Statement**

#### **About This Section**

In this section, the Commission describes the tasks the Contractor will be asked to perform under the direction of the Commission Contract Manager. All task elements will be performed on an as-needed basis, in response to Work Authorizations issued by the California Energy Commission (Commission) Contract Manager.

#### **GENERAL REQUIREMENTS**

The Contractor shall manage a contract team capable of undertaking all work assignments identified in the Work Statement. In all cases, the Contractor must establish all necessary contractual relationships with all subcontractors and reimburse all subcontractors for services performed. The technical performance of the subcontractors shall be monitored by the Contractor to the extent required by the Commission's Contract Manager on a case-by-case basis.

If the required level or type of specific expertise or services required are not met or will likely not be met by the Contractor or its subcontractors, or within the desired period of time, or that a potential conflict of interest exists, the Commission Contract Manager may request the Contractor to solicit for the appropriate capabilities and add those subcontractor capabilities to its team based upon requirements established by the Commission Contract Manager.

The Contractor and subcontractors shall begin task work only after receiving a written Work Authorization to do so by the Commission Contract Manager. The specific task and the degree of effort for each task to be performed by the Contractor or subcontractors will vary from project to project. All project work performed by the contractor team shall be directed by and coordinated with Commission staff as designated by the Commission Contract Manager. The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager.

Any expenses incurred by the Contractor that have not been duly authorized by the Commission Contract Manager shall be borne by the Contractor. No amendments to the Work Authorization shall be made for work undertaken without the specific, written approval of the Commission Contract Manager.

### **III. Work Statement, Continued**

The proposed work falls into the task categories described below:

#### **TASK 1: CONTRACT MANAGEMENT AND REPORTING**

The Contractor shall perform various administrative operations and management-related tasks at the direction of the Commission Contract Manager.

- A. In conjunction with REP staff, develop, refine and execute Commission-approved Work Authorizations which define the scope of work, the schedule of deliverables and the estimated project budget for authorized tasks to be performed by the Contractor and its subcontractor team members.
- B. Prepare and issue contract agreements with subcontractors that convey all provisions contained in the contract between the Commission and the Contractor for the review and approval of the Commission Contract Manager.
- C. Require subcontractors to agree and comply with Commission contract terms.
- D. Assure and coordinate the availability of subcontractors to meet the needs of Commission staff. Enforce subcontract provisions and in the event of failure of the subcontractor to satisfactorily perform services, recommend resolution to resolve the problem.
- E. Hire vendors or additional subcontractors to obtain needed products and services pursuant to Exhibit D, #3. SUBCONTRACTS in the Standard Agreement. (A sample draft Standard Agreement is included in this RFP as Attachment 8.)
- F. Require subcontractors to provide invoices that correctly identify and explicitly correlate personnel, labor rates, actual hours, travel and other expenses charged to each task of each Work Authorization, including cost backup. All subcontractor work products shall be reviewed for satisfactory performance by the Commission staff prior to payment being authorized by the Commission Contract Manager.
- G. Prepare and submit monthly invoices to the Commission for contract management and technical support services and for payment of subcontractor invoices for which satisfactory deliverables have been received.
- H. Pay subcontractors in a timely manner for satisfactory products after payment is received from the Commission.
- I. Process Contractor and subcontractor requests for release of retained funds for all completed and approved Work Authorizations for which final deliverables have been approved by the Commission Contract Manager, but excluding all Contractor administrative task authorizations.

### **III. Work Statement, Continued**

- J. Maintain a current contract management database capable of tracking Contractor and subcontractor Work Authorization and invoice activity and the implementation status of all approved Work Authorizations.
- K. Provide verbal or written briefings regarding contract activities to the Commission or other entities, as authorized by the Commission Contract Manager.
- L. Respond to information requests or direction from the Commission Contract Manager in a timely fashion.
- M. Provide administrative and/or technical support for the Renewable Energy Program, as authorized by the Commission Contract Manager through administrative and/or technical Work Authorizations.
- N. Provide other REP project management tasks as authorized by the Commission Contract Manager.
- O. Attend program support and project-related development meetings and hold telephone discussions regarding project management issues, as requested by the Commission Contract Manager.

#### **Work Authorizations**

This is a "Work Authorization" contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a Work Authorization. The Commission Contract Manager shall prepare a Work Authorization for each item of work. Each Work Authorization shall state:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (Work Statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Identification of Commission Project Manager
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

### **III. Work Statement, Continued**

#### **Monthly Progress Reports**

The Contractor, with assistance from appropriate subcontractors, shall provide monthly progress reports to the Commission Contract Manager describing:

- Monthly progress in each Work Authorization and task.
- The degree of completion of each Work Authorization and task.
- Status of deliverables including any expected delays in deliverable due dates.
- Cumulative budget expenditures by Work Authorization and task.
- Cumulative budget expenditures of total contract.
- Proposed or Commission Contract Manager-approved changes in task description, scope and budget.
- Other information requested by the Commission Contract Manager.

The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

#### **Invoices**

The Contractor shall prepare an invoice for all contract expenses performed for assigned Work Authorizations. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's Contract Manager will specify the invoice format.

Retention shall be released to Contractor only upon the Commission's approval that the Contractor has satisfactorily completed all of the required services. Any funds withheld for a particular task may be paid upon completion of that task.

#### **Subcontractors**

The Contractor shall manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Contractor. When new subcontractors are hired or added, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

The Contractor shall work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. The Contractor shall coordinate subcontractor accessibility to the Commission's Contract Manager. At the request of the Commission's Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission's staff or others.

The Contractor shall require subcontractors to provide invoices that correctly identify and explicitly correlate personnel, labor rates, actual hours, travel and other expenses charged to each task of each Work Authorization, including cost backup. The Contractor shall also provide audit

### **III. Work Statement, Continued**

and accounting services for subcontractor invoices and for invoice payments, showing funds authorized, invoices submitted, invoices approved by the Commission, and status.

The Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved Work Statement deliverables. All Work Statement deliverables from the contractor team must be submitted as drafts for review and comment to the Commission Contract Manager. After staff review, the approved deliverable shall be copied to the Commission's Contract Manager with the Work Authorization number clearly indicated.

#### **Final Report**

A Final Report shall be prepared which includes a description of the overall project, the work accomplished during the contract, the effectiveness of the contract in meeting the objectives of the program, and future activities recommended to increase the effectiveness of the program and this contract.

A draft Final Report is due three months prior to the end of the contract. The Final Report is due no later than 60 days prior to the end of the contract. The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The Final Report shall include an analysis of:

- The work accomplished during the contract.
- The effectiveness of this contract in meeting the objectives of the program.
- Future activities recommended to increase the effectiveness of the program and this contract.

The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. The Final Report must be delivered to the Commission Contract Manager 60 days before the termination date indicated in the term of the contract.

The outline of the Final Report shall be prepared as indicated in the terms and conditions of the contract and the following:

- Title Page
- Executive Summary: Describe the contract goals, how the contract work was implemented, size, schedule, source of project funds, number of projects funded, and provide an overview of results from the contract listed by program (task) area.
- Table of Contents: Organize the report by program area (task number) and by Work Authorization number (beginning with the earliest number).
- Contract Results: Each Work Authorization shall be summarized. Each summary shall include the specific request, results of the work performed, and the conclusions and/or

### **III. Work Statement, Continued**

recommendations developed by the work. Each subcontractor shall be responsible for writing its own summaries and forwarding them to the Contractor, and the Contractor shall be responsible for editing and combining these summaries into the reports.

#### **TASK 2: EXISTING ACCOUNT**

The Existing Account's objective is to ensure the continued operation of existing renewable generating facilities, especially biomass, solar thermal, and wind in order to meet the 12% Existing Renewable goal set forth in the Investment Plan, while using public funds in a manner most beneficial to society.

- A. Ensure that the incentives being paid to tier 1 and tier 2 facilities are sufficient to maintain the operation of these renewable facilities while not providing them an unjustified bonus that has no bearing on their generating pattern.
  - 1. Continually monitor target price to ensure appropriateness and make recommendations on changes when needed.
  - 2. Continually monitor cap values to ensure appropriateness and make recommendations on changes when needed.
  - 3. Continually monitor market price(s) and/or indices to ensure that their use is appropriate and that facilities are neither over or under paid, and make recommendations on appropriate market price(s) when necessary.
- B. Determine the impact these incentives have on the generating pattern of the various technologies and how the determination of what market price to use may impact their generating pattern (positive or negative).
- C. Ensure that the approach for determining incentive payments continues to be simple and straightforward to administer.
- D. Ensure that there is coordination with other agencies that may have contracts, grants, or other programs of assistance to these facilities.

#### **TASK 3: NEW ACCOUNT**

Regarding the New Account, the goal of this RFP is to facilitate the development and administration of auction protocols to award production incentives for new renewable electricity generating facilities in the most efficient, equitable, and cost-effective manner possible.

- A. Designing auction rules to help ensure equitable scoring of potential projects participating in auctions, regardless of renewable technology, project size, or ownership structure.

### **III. Work Statement, Continued**

- B. Developing auction solicitation documents that clearly describe auction rules and requirements and that include sample submittals that will minimize the need for interpretation on the part of the scoring panel.
- C. Proposing auction rules to increase the likelihood that winning Bidders are those projects most likely to be built and come on-line within the time frame specified in each auction.
- D. Devising auction protocols that foster the most economically efficient deployment of funds, while minimizing the incidence of free-ridership.
- E. Providing information to potential Bidders regarding the types of permits required to build renewable electricity generating facilities in California, broken down by technology and by county, including the lead agencies for each required permit.
- F. Devising a method by which Commission staff can determine whether winning Bidders are making all reasonable efforts toward meeting their individual project milestones and bringing their projects on-line within the required time frame.
- G. Assessing the results of past auctions to evaluate where improvements or changes may be required in future auctions to better meet the goal of bringing new renewable electricity generating projects on-line quickly and with a minimum of administrative burden to Commission staff.

#### **TASK 4: EMERGING ACCOUNT**

A primary goal of the Emerging Account is to accelerate market development of specified renewable-based generation technologies designed to provide all or part of a customer's on-site generation. With virtually all markets, increasing market demand and supply, and encouraging competition, can lower prices so that emerging technologies will be able to eventually compete on their own without government subsidies. Because emerging technologies generally have high up-front investment costs, are not well known in the marketplace and the market infrastructure has not been developed; accelerating market development requires evaluation of and solutions as to how these barriers can be overcome. Addressing and prioritizing these market barrier issues can better achieve an orderly and sustained market development plan. To this end, utilizing limited program funds as efficiently as possible and practicable is critical to the Emerging Account's success. Technical assistance is required to assist staff in the following aspects of program development:

- A. Market research
  - 1. How are the various market segments evolving?
  - 2. Evaluate level of incentives needed
    - By technology
    - By market segment type
    - Time frame needed for incentives



### **III. Work Statement, Continued**

- B. Product development
  - 1. Manufacturing
    - Evaluate technology innovations that can reduce costs
    - World production plans
  - 2. Retail Infrastructure
    - Identify optimal infrastructure
    - Identify ways to expand infrastructure
- C. Reliability and dependability of technologies
  - 1. Continue and expand efforts to increase reliability and dependability
    - Monitoring systems
    - Verification Program
- D. Strategies to optimize financial incentives
  - 1. How can market impact be maximized with incentives?
  - 2. Coordination with other incentive programs
- E. Policies to enhance the continued development of emerging renewable technologies
  - 1. Evaluate and recommend policies to coordinate Emerging Account activities with Customer Education Account activities.

#### **TASK 5: CUSTOMER CREDIT ACCOUNT**

The following are the goals and objectives of the Customer Credit Account:

- A. Support retail demand for renewable electricity generated from facilities that qualify for funding from either the Renewable Resource Trust Fund so as to foster the long-term viability of renewable facilities.
- B. Modify the Customer Credit Account, as necessary, to maximize its effectiveness in current market conditions.
- C. Develop and implement, as necessary, a renewable portfolio standard that will advance the goals in the Investment Plan.
- D. Continue to develop methods to effectively track and verify data submitted to the Customer Credit Account.
- E. Evaluate market demand for renewable electricity and strategies to foster market demand for renewable electricity.
- F. Evaluate alternatives to the current structure of the Customer Credit Account and recommend effective strategies to implement the Account that will support program goals.

### **III. Work Statement, Continued**

- G. Provide assistance in developing enabling legislation, guidelines, and other mechanisms to develop alternative strategies that the Commission or Legislature chooses to pursue.
- H. Develop database capability needed to effectively implement the Customer Credit Account and, potentially, to implement a renewable portfolio standard.
- I. Provide technical assistance with implementing the Customer Credit Account.

#### **TASK 6: CONSUMER EDUCATION ACCOUNT**

The three primary goals of the Renewable Energy Consumer Education Program are:

- A. Raise consumer awareness of renewable electricity generation and its benefits.
- B. Increase purchases of small-scale emerging renewable systems installed on customer premises.
- C. Leverage strategic alliances and partnerships with organizations connected to renewable energy in California.

To meet these goals, the work conducted under this contract will have the following objectives:

- A. Understand consumer attitudes, perceptions, knowledge and awareness about renewable energy.
- B. Raise consumer awareness about renewable energy.
- C. Increase consumer knowledge about the benefits and mechanics of adopting renewable energy technologies.
- D. Increase purchases of renewable energy technologies.

The following general task areas provide a framework for creating innovative and effective strategies for increasing consumer awareness and demand for renewable energy in California:

#### Market Planning and Research

- A. Describe methods for gathering and assessing secondary market research.
- B. Discuss methods for conducting primary market research – methods may include surveys, focus groups and interviews.
- C. Craft and test effective messages to reach target audiences.

### **III. Work Statement, Continued**

- D. Other needs that may arise for market planning and research.

#### Communications and Public Relations

- A. Determine the most effective media mix of television, radio, print, outdoor and other advertising and promotion to reach target audience.
- B. Discuss the design and production of marketing and technology transfer materials – including design, layout and technical writing for materials which could include reports, brochures, booklets, fact sheets, case studies and applications.
- C. Discuss development and/or placement of articles/ads in trade journals and other publications.
- D. Design and produce presentation materials for workshops, training sessions, trade shows and general distribution.
- E. Prepare multimedia presentations – including graphics, computer generated video presentations, videotaped information and Web page information.
- F. Develop appealing Web Site content, layout, links and information.
- G. Create and produce videos and vignettes for television, trade shows and other outreach venues.
- H. Describe plans for working with the press, including pitching stories, writing press releases, composing press kits and arranging press tours.
- I. Provide other needed support that arises for market communications and public relations.

#### Events and Outreach

- A. Design and develop exhibits, booths and displays for events and outreach.
- B. Describe approach for organizing training, workshops, conferences and trade shows.
- C. Supply organization and logistical support for seminars, conferences, trade shows and workshops.
- D. Design and implement creative approaches for internet-based outreach and e-mail communications.
- E. Provide other needed support for events and outreach.

### **III. Work Statement, Continued**

#### Evaluation

- A. Develop methods and tools to measure and track the effectiveness of consumer education messages.
- B. Benchmark and track effectiveness of consumer education activities.
- C. Evaluate the success of the Consumer Education Program in meeting the goals and objectives.
- D. Provide other needed support that arises for consumer education evaluation.

#### **TASK 7: EVALUATION**

##### **A. Renewable Energy Program**

The REP is a uniquely designed, market-based financial incentive system that must operate under high levels of uncertainty in market, regulatory, and technology development conditions. Tracking and predicting these developments is an extremely complex undertaking and requires unique and special skills in economic and statistical modeling of a new market, anticipation of development and performance of advanced electric generation technologies, and continuously adjusting the design of the REP to be consistent with and take advantage of these developments. Methods proposed must, by necessity, accommodate the diverse needs of the five Accounts that make up the REP, as well as the overall Program design.

- 1. Propose methods for monitoring and predicting market, regulatory, and technology developments and incorporating these into REP design adjustments.
- 2. Develop techniques to isolate the effects of the REP from other influences in the market; i.e., how much of a market result is due to the operation of the REP and how much is due to other influences interwoven with the operation of the REP.

##### **B. Numerical Targets**

A goal of the Investment Plan is to vigorously pursue investments in renewable resources with the long-term view of a fully competitive and self-sustaining renewable energy supply in California. The Commission adopted targets for renewable generation in the state beginning with the current baseline of 12% of the total electrical generation. The target percentage is an annual increase of one (1) percentage point per year, reaching 17% of the total electrical generation for use in California by 2006.

- 1. Develop methods to evaluate progress annually toward meeting the established recommended targets in the Investment Plan and assess the impact on reducing the cost to Californians of renewable energy generation.

### **III. Work Statement, Continued**

#### **C. Verification and Compliance Audit**

1. Develop and perform audits to ensure program participants are complying with Program requirements and requirements of other government and utility-related funding programs, and to make necessary programmatic adjustments.

### **DELIVERABLES AND DUE DATES**

All work assignments will be made through specific Work Authorizations and will specify the schedule of deliverables. The level of effort required for each task will vary for each project. Exact timelines for completion of deliverables related to the tasks previously described will be established in a Work Authorization at the time of assignment. The Commission will maintain final approval of all products that result from this contract.

The Contractor, with assistance from appropriate staff and/or subcontractors, will prepare and submit to the Commission Contract Manager the following:

**Work Authorizations** – Work Authorizations will be developed on an “as-needed” basis, and no work shall be undertaken unless authorized by the Commission Contract Manager through a specific written Work Authorization. Deliverables within the task areas will be determined at the time of release of each Work Authorization.

**Project Management Services** – due according to Work Authorization schedule

**Program/Project Evaluations** – due according to Work Authorization schedule

**Various Deliverables as Defined in Work Authorizations** – due according to Work Authorization schedule

**Monthly Progress Reports** – The Contractor shall prepare a monthly progress report that summarizes all activities conducted by the Contractor and subcontractors and includes a summary of contract expenditures to date. These reports will be due the 10<sup>th</sup> of each month following the reporting month. The Commission Contract Manager will specify the report format and number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

**Invoices** – The Contractor will prepare invoices, not more frequently than monthly in arrears, for all contract expenses incurred in the performance of assigned Work Authorizations. The invoices shall be submitted to the Commission’s Accounting Office. The Commission’s Contract Manager will specify the invoice format.

- **Retention** – If the deliverables are not satisfactory and/or completed by the due date specified in the Work Authorization, the retained amount may not be paid to the Contractor.

### III. Work Statement, Continued

**Contracts with Subcontractors** – When new subcontractors are hired or added, the Contractor shall submit proposed subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms. The Contractor is responsible for the quality of all subcontractor work.

**Program Meetings and Briefings** – At the request of the Commission’s Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission’s staff or others. The cost of meetings with Commission management, hearings, workshops, etc. will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor will be borne solely by the Contractor.

**Final Report** – A final report, due 60 days before the end of the contract term, shall be prepared which includes a description of the overall project, the work accomplishments of the Contractor, the effectiveness of the contract in meeting the objectives of the REP, and future activities recommended to increase the effectiveness of the REP and the contract.

#### NOTE:

**Computer System Compatibility** – The Contractor shall prepare and submit all products to the Commission Contract Manager in a format compatible with the following Commission-supported software or the most recent version of Commission-supported software upon notification by the Commission Contract Manager.

#### Software Type

Word Processing	Microsoft Office (Word '97)
Spreadsheet and Database	Microsoft Office (Excel '97, Access '97)
Charts/Graphics	Microsoft Office '97
Presentations	Microsoft Office (Power Point '97)
Desktop Publishing	Adobe PageMaker 6.5, Microsoft Publisher 2000
Printers	HP LaserJet

## **IV. Proposal Format and Required Documents**

### **About This Section**

This section contains the detailed technical and mandatory proposal format requirements and the approach for the development and presentation of proposal data. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

### **How Many Copies Of My Proposal Do I Submit?**

Mail or deliver an **original Proposal and 5 copies** to the address given in Section V. The Bidder must submit Volume 1 - Administrative, Technical and Cost Proposal. A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, "Volume 2 - Confidential Information for RFP #500-01-503," and must include the Bidder's name and the project title.

### **What Is The Required Format?**

#### **VOLUME 1 – Administrative, Technical and Cost**

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

##### **Section 1 - Administrative Response**

- Cover Letter
- Table of Contents
- Required Administrative Forms
  - ✓ Contractor Status Form
  - ✓ Small Business Preference Certification letter (if applicable)
  - ✓ Completed Disabled Veteran Business Enterprise forms
  - ✓ Certification Clauses Package
  - ✓ Customer References
  - ✓ Target Area Contract Preference Act (if applicable)
  - ✓ Enterprise Zone Act (if applicable)
  - ✓ Local Agency Military Base Recovery Area Act (if applicable)

##### **Section 2 - Technical Response**

- Company/Team Organization
  - Previous Work Products (one set to be submitted with original RFP only)
- Project Management

## **IV. Proposal Format and Required Documents, Continued**

- Approach/Methodology to Meet Task Objectives
- Team Member Experience and Qualifications
- References

### **Section 3 - Cost**

- Cost Summary
- Labor Rate Evaluation
- Final Cost Score

### **VOLUME 2 – Confidential Information (if applicable)**

- Confidential Information

### **VOLUME 1 – Section 1, Administrative Response**

#### **Cover Letter**

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, # 500-01-503”;
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

#### **Table Of Contents**

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

#### **Required Administrative Forms**

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application



## **IV. Proposal Format and Required Documents, Continued**

When claiming a Small Business Preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent (5%) preference be given to Bidders who qualify as a Small Business. See Attachment 2.1 for instructions.

- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2-2.4. (Bidders who qualify as government agencies are exempt from this requirement.)
- Contractor Certification Clauses, Attachment 3
- Customer References, Attachment 4

If applicable:

- Target Area Contract Preference Act, Attachment 5
- Enterprise Zone Act, Attachment 6
- Local Agency Military Base Recovery Area Act, Attachment 7

## **VOLUME 1 – Section 2, Technical Response**

### **Company/Team Organization**

1. Provide an organizational chart for your company/team and a description of your project management structure for this contract, including subcontractors. Identify the primary persons responsible for the interface between the Contractor and the Commission, and between each proposed subcontractor and the Contractor. It is important that the organizational chart depict the entire team including administrative staff. List only the staff who will be working on this project and are part of the contract team.
2. Identify and list all individual staff in each company including the principal, engineers, technicians, etc. who will provide essential technical services throughout this contract and whose hours will appear on invoices.
  - Describe each individual's job classification, education, academic degrees, professional registration, areas of responsibility, and relevant work experience.
  - Provide a current resume for all personnel listed.
  - Identify by Work Statement Task the person hours or percentage of time each individual will devote to the project. In addition to the technical evaluation criteria scoring, the Commission will use the availability of hours listed as a basis for reviewing the performance of the Contractor during the course of the contract.

## **IV. Proposal Format and Required Documents, Continued**

3. Describe the nature and quality of work completed within the last five years. Provide a minimum of four (4) client references for the Contractor and four (4) client references for each subcontractor for these projects by completing the Customer References Form, Attachment 4. Explain the relevance of this prior work to the Work Statement and the proposed contract and provide examples. Clearly label each example with the Bidder's name. (One set of examples to be submitted with the original RFP only.)
4. Describe where your company will be headquartered. The work will involve coordination with the Commission's Offices in Sacramento. Describe how you propose to minimize costs to the State while providing technical work under this contract.

### **Project Management**

The proposal response shall include a section, which contains the following items, intended to show that the Bidder is capable of effectively managing this project and carrying out contract tasks in a timely and professional manner. Describe Bidder's experience and procedures for the following:

1. Effectively managing a project, including a team of subcontractors.
2. Budget monitoring and quality control.
3. Monitoring subcontractors' performance.
4. Assuring timely deliverables on budget.

### **Approach/Methodology to Meet Task Objectives**

Bidders shall summarize the team's technical approach to completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications relevant to performing the required work. The technical approaches, methodologies, and designs proposed by Bidders for the project elements identified below shall be evaluated based on:

- Technical feasibility and creativity of recommended solutions to identified issues.
- Comprehensiveness of design and level of detail described in the proposal.
- Whether the design meets REP objectives and requirements established in the RFP.
- Optimization of resources.
- How efficiently each element is integrated into the overall REP design.

*While the following identify a variety of efforts or tasks that are of interest to the REP, Bidders are responsible for proposing and justifying their own specific set of tasks and analytic methods believed to be the most effective. In developing their set of tasks, Bidders shall consider the value of the tasks and methods proposed, as well as the costs of those tasks and methods. Factors for Bidders to consider include whether the set of tasks and methods proposed will:*

## **IV. Proposal Format and Required Documents, Continued**

- *Provide the best information per dollar spent.*
- *Help identify cost-effective improvements in REP designs, while maintaining flexibility in the Program for maximum response to market conditions.*
- *Be consistent with the data and administrative requirements of the REP.*
- *Provide for sufficient information for successful evaluation of the REP.*

*In determining the set of tasks/methods to propose, Bidders will have to account for the variety of skills required by the five Accounts of the REP, including engineering, technology, economic, marketing, and educational skills. Bidders will also have to be cognizant of the broader electricity market context in which the renewable industry operates and of the various institutions and industry organizations that may affect the renewable industry and the operation of the REP. Bidders may propose innovative data collection methods, incentive structures, or Program designs that improve the effectiveness of the REP and/or maximize program flexibility to maintain effectiveness under changing market conditions.*

Listed below are the Tasks:

- Task 1 – Contract Management and Reporting
- Task 2 – Existing Account
- Task 3 – New Account
- Task 4 – Emerging Account
- Task 5 – Customer Credit Account
- Task 6 – Consumer Education Account
- Task 7 – Evaluation

### **Team Member Experience and Qualifications**

Document the project team's qualifications as they apply to performing the tasks in the Work Statement. Qualifications required, and means of demonstrating them are:

1. Prior experience with electricity pricing structures and electricity markets.
2. Prior technical experience in renewable energy technologies.
3. Prior experience in Program evaluation.
4. Prior experience in evaluating market development and potential of renewable energy technologies.
5. Prior experience in product marketing, communications and public relations.
6. Prior experience in market assessment, research, and analysis.
7. Prior experience with a variety of project financing mechanisms.

## **IV. Proposal Format and Required Documents, Continued**

8. Familiarity with federal, state, and local regulations regarding electricity markets for renewables.
9. Prior experience in advanced database development/management skills.
10. Proficiency in writing reports and documentation. Bidder will demonstrate written communication skills by the written bid – its clarity, conciseness, organization, and readability.

### **References**

Bidders must provide a minimum of four (4) client references for the Contractor and four (4) client references for each subcontractor (complete Customer Reference Form, Attachment 4).

All references must include the name and telephone number of a contact person with the contacting organization. The Commission may contact these individuals, as well as others, when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

References May Be Considered Throughout The Scoring Process

### **VOLUME 1 – Section 3, Cost**

When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative, overhead, etc. in the labor rates.

The rates you bid are a part of the final contract and may not be changed. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates.

**(Bidders must complete the following: Cost Summary [Forms C-1 and C-2], Labor Rate Evaluation [Form D], and Final Cost Score [Forms E-1 and E-2]).**

#### **COST SUMMARY**

##### Form C-1

This form is to be completed for each firm that is part of the contract team (use a separate sheet for each firm). This form provides information on the firm's name and technical specialty, name, classification, and loaded hourly rate for all technical and administrative support personnel whose hours will appear on invoices.

## IV. Proposal Format and Required Documents, Continued

### Form C-2

On this form, Bidders should identify all of the following for each firm that is a part of the contract team:

- DVBE – Identify any DVBE by task and dollar amount.
- Travel and per diem - Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees. Travel or per diem shall require prior written authorization from the Commission Contract Manager.
- Supplies/Equipment – The Commission will not pay for any equipment unless authorized by the Commission Contract Manager. Any equipment paid for by the Commission shall become the property of the Commission, and title to such equipment shall be vested in the Commission.
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. **Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.**
- Other Costs
- General and Administrative (G&A) – List basis of application.
- Overhead Rate - List basis of application and all items charged in overhead.
- Fees (**not allowed on subcontractor invoices**). List any fixed fees or profits for the Contractor and all subcontractors, and indicate if it is part of any charges to be applied to this contract.

### LABOR RATE EVALUATION

#### Form D

The Bidder is required to complete the Labor Rate Evaluation form which will be used to assist in establishing each Bidder's Final Cost Score. The following is a list of items that must be included:

- Base Hourly Rate – Identify by task all personnel (whose hours will appear on invoices) by company, name, classification, and base hourly rate. Base hourly rate does not include any company overhead, G&A costs, profits, fringe benefits, or other direct and indirect expenses.

Note: The base hourly rate for a replacement shall not exceed the base hourly rate for the individual originally listed. Any replacement must be approved by the Commission's Contract Manager prior to assignment of any billable work.

- Overhead/General and Administrative (G&A) – The overhead and G&A costs are to be inclusive of all direct and indirect expenses other than staff's salary, travel, per diem and those direct expenses specifically authorized by the Commission's Contract Manager in a Work Authorization.

## IV. Proposal Format and Required Documents, Continued

- Profit/Fee – List any fixed fees or profits for the Contractor and all subcontractors and indicate if it is part of any charges to be applied to this contract. **Fees are not allowed on subcontractor invoices.**
- Total Loaded Rate – The total loaded rate is the hourly rate, per staff, which will be invoiced to the Commission.

### FINAL COST SCORE

#### Form E-1

The Commission has identified personnel classifications employed with the most frequency in the previous technical support contract. In completing Form E-2 and the computation of the Average Hourly Rate by task, Bidders will use **ONLY** the classifications on Form E-1 (or an equivalent personnel classification qualified to perform at that level of expertise. **This will be verified using the information provided by the Bidder in Company/Team Organization.**

#### Form E-2

**Utilizing Form E-1**, Bidders will identify personnel assigned to each Task by providing the company, employee's name and classification, employee's total loaded rate per hour, and the hours for each employee by task.

Note: Once the contract is in place, actual hours and tasks will be developed in Work Authorizations.

Column A is each employee's total loaded rate per hour by task (from Form D, Column D).

Column B contains the labor hours for each individual by task.

Column C is the costs for the contract tasks by individual (the product of Columns A and B).

Column D has been filled in by the Commission. It contains the dollar amount of contract funds to be devoted to each task area. This is **fixed** by the Commission for the purpose of this cost proposal and may not be changed by the Bidder.

Column E is the average hourly rate by task for the designated classifications (the sum of Column C divided by the sum of Column B).

## IV. Proposal Format and Required Documents, Continued

### COST SCORING FORMULA

The total cost score ( $CS_i$ ) for each Bidder is determined by starting each Bidder with 150 points and then adding or subtracting points from this score depending on whether the individual Bidder's total average hourly rate is below or above the total average hourly rate of all Bidders who had at least a minimum passing technical score. **(The total average hourly rate of all Bidders failing to achieve a minimum passing technical score will not be considered in calculating the cost formula.)** This method rewards those who bid low and penalizes those who bid high. If a Bidder bids a total average hourly rate sufficiently below the other bids, it is possible for the Bidder to score 300 points. Similarly, if a Bidder bids a total average hourly rate sufficiently above the other bids it is possible for the Bidder to score zero points.

$CS_i =$	$150 + (2) \cdot \left[ \frac{B_{Avg} - B_i}{B_{Avg}} \right] \cdot (100)$
$B_{Avg} =$	$\frac{\sum B_i}{\text{Number of Bidders}}$
$CS_i =$	Total cost score for current Bidder (Rounded to the nearest whole point).
$B_i =$	Average hourly rate of current Bidder (Rounded to the nearest whole cent).
$B_{Avg} =$	Average hourly rate of all Bidders with at least a minimum passing technical score (Rounded to the nearest whole cent).

### VOLUME 2 – Confidential Information (if applicable)

A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, "Volume 2 - Confidential Information for RFP #500-01-503," and must include the Bidder's name and the project title. Confidentiality will be determined by the Commission in accordance with the confidentiality regulations contained in Title 20, California Code of Regulations, Section 2501-2505.

The Commission will not accept or retain any proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

## **V. Administration**

### **What Is An RFP?**

The competitive method used for this procurement of services is a Request for Proposal (RFP) using the secondary method as described in the State Contracting Manual. The Evaluation Committee will review and evaluate the Proposals based on the Evaluation Criteria Worksheet (Exhibit A) and the Cost Formula applied to their Cost Proposal (Form E-2). Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder whose proposal receives the highest average total score.

### **How Are Key Words Defined?**

Important definitions for this RFP are presented below:

<b>Word/Term</b>	<b>Definition</b>
State	State of California
DGS	Department of General Services
Commission	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from Bidder
Bidder	Respondent to this RFP

### **Contractor Definition**

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

### **Subcontractor Definition**

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

### **What Is The Deadline For Submitting Proposals?**

All copies of your proposal must be delivered to the Commission's Mail Room by March 27, 2002, by **5:00 p.m.** (PST)



## V. Administrative Requirements, Continued

### NOTE

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

### How Do I Deliver My Proposal?

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Mail Room by 5:00 p.m. (PST) on March 27, 2002. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on March 27, 2002, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

### Where Do I Deliver My Proposal?

California Energy Commission  
1516 Ninth Street  
Mail Room, 1<sup>st</sup> Floor  
Sacramento, California 95814

### How Many Copies Do I Submit?

Mail or deliver an **original Proposal and 5 copies** to the address given above. The Bidder must submit Volume 1 - Administrative, Technical and Cost Proposal. A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, "Volume 2 - Confidential Information for RFP #500-01-503," and must include the Bidder's name and the project title.

### Are There Important Administrative Details I Should Know?

#### Disabled Veteran Business Enterprises

This contract is subject to a participation goal of three percent (3%) for certified California Disabled Veteran Business Enterprises (DVBE) as set forth in Public Contract Code Sections 10115, et seq. See Attachments 2.1-2.4. Bidders must provide DVBE qualifications, experience and duties to be performed under the Work Statement. For each DVBE program participant, Bidders shall provide information requested in, and format required in Section IV.

## **V. Administrative Requirements, Continued**

A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three-percent (3%) DVBE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided with each DVBE form. The DVBE compliance process is as follows:

- ✓ *If you are proposing to meet the three-percent (3%) participation goals, complete and submit Attachment 2.2, Attachment 2.3, and a copy(ies) of the DVBE certification letter(s) from the Office of Small Business Certification and Resources (OSBCR).*
- ✓ *If you are proposing to partially meet the participation goals, complete and submit Attachment 2.2, Attachment 2.3, and attach a copy(ies) of the DVBE certification letter(s) from OSBCR, as well as Attachment 2.4 to demonstrate the good faith effort you performed to meet full participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.*
- ✓ *If you have no DVBE participation in your proposal, you must complete and submit Attachment 2.4 to demonstrate the good faith effort you performed in your attempt to meet participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.*
- ✓ *If you or a subcontractor has applied for DVBE certification, complete the appropriate Attachments as explained above, and include a copy of the application.*

### Small Business Preference

Government Code Sections 14835, et seq., requires that a five percent (5%) preference be given to any Bidder who is certified by the State of California as a Small Business. A Bidder who claims this preference may include a copy of its approved certification letter or application for certification in the Bidder's proposal.

### Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

### Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

### Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **V. Administrative Requirements, Continued**

### Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

### **Can The Commission Cancel This RFP?**

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP.

### **Can The Commission Amend This RFP?**

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site: <[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts)> and Department of General Services' Web Site: <[www.dgs.ca.gov/cscr](http://www.dgs.ca.gov/cscr)>.

### Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

### **What Are The Contract Requirements?**

#### Term of the Contract

The term of the contract let under this RFP will be June 17, 2002 to June 16, 2005.

#### RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

#### Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

## **V. Administrative Requirements, Continued**

### No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder shall take effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

### Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

### Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

### Conflicts of Interest

Although a Bidder will not be automatically disqualified by reason of work performed, or for financial interest in the firms who may be affected by action of the Commission, we reserve the right to consider the nature, extent, and recency of such work. By reason of the foregoing, the Commission reserves the right to reject any or all proposals that present a true or apparent conflict of interest.

The proposal must include a listing of your clients which may have any financial interest in the appliance, utility, or oil and gas industry, or which have any regulatory involvement with the Commission, if during the past year more than 15% of your gross receipts for fees and reimbursements came from all the contracts you had with such firms. If so, state the percentage of your gross receipts and reimbursements, which came from each such firm during the past year.

## **What If I Decide To Modify Or Withdraw My Proposal?**

### Withdrawal/Modification

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted Proposal before March 27, 2002, at 5:00 p.m. (PST). A Bidder cannot withdraw after the due date for proposals without the concurrence of the Commission. A bid cannot be “timed” to expire on a specific date. For example, a statement such as the following is nonresponsive to the RFP: “This proposal and the cost estimate are valid for 60 days.”

Please note the following:

- A. A prior Commission employee may not contract with the Commission for at least one year.
- B. A prior State employee cannot contract with the State:

## **V. Administrative Requirements, Continued**

1. For one year, if the employee was in a policymaking position in the same general subject area; or
2. For two years, if that employee was engaged in the negotiations, transactions, planning, arrangements or decision-making process relevant to the contract.

C. A current State civil service employee cannot contract with the Commission.

### Statement of Economic Interests

Contractor shall submit to the State a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.

### **Can I Use Subcontractors?**

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than 10% of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience, and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

### **How Do I Know If I've Been Awarded A Contract?**

Subsequent to the Proposal evaluations, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about April 15, 2002, after 12:00 noon at:

California Energy Commission  
Contracts Office  
1516 Ninth Street, MS-18  
Sacramento, CA 95814

### **What Happens To My Documents?**

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their

## **V. Administrative Requirements, Continued**

proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for, as mentioned above, the documents will be destroyed.

### **Can My Proposal Contain Confidential Information?**

The Commission will not accept or retain any proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal. However, the Commission understands that confidential information may be required to evaluate and score proposals adequately. If a Bidder concludes that certain confidential information is essential to provide evaluators with a complete understanding of the project, Bidders may submit confidential information with the proposal. However, such information shall be marked “Confidential” on each page of the document containing the confidential information and presented in a sealed package to the Commission Contracts Officer, and submitted in Volume 2 of the proposal.

The Contractor shall file an Application for Confidential Designation, and list all items and information along with justification for confidentiality and submit the application to the Commission Contracts Officer. The Commission Executive Director makes the final determination of confidentiality.

### **What Happens To My Confidential Information?**

Confidential materials submitted by all unsuccessful Bidders will be destroyed and not retained by the Commission. Designations and other decisions regarding the confidentiality of material submitted by the successful Bidder will be made as part of the subsequent Commission contract.

### **What Types Of Information Would The Commission Consider To Be Confidential?**

Consistent with its confidentiality regulations, and the California Public Records Act (Government Code Section 6250 et. seq.), the Commission generally will grant confidential treatment for information that is essential to understanding the proposal, clarifies the status of technology prior to contract work, or will be a contract deliverable. Examples include:

- Any information that is patent pending (until a patent has been approved), including patent application numbers
- Technical trade secrets (i.e., detailed technical drawings)
- Marketing/Business trade secrets (i.e., energy use data for an individual commercial or industrial facility, pending strategic partnerships with manufacturers)
- Economic/financial trade secrets (i.e., income tax records).

## **V. Administrative Requirements, Continued**

Conversely, the Commission generally will not allow confidential treatment for certain information. Bidders are cautioned against seeking confidentiality for the following types of information:

- Project descriptions/Work Statements (including task descriptions, schedule of deliverables and due dates)
- Proposed project budgets (including labor rates, direct, indirect, G&A and fees)
- Disabled Veteran Business Enterprise information
- Names of employees, subcontractors and match fund participants
- Test plans and reports
- Progress Reports
- Final Reports.

### **Commission Issued RFP**

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

KATHY CHAN, CONTRACTS OFFICER

Telephone: (916) 654-4379

FAX: (916) 654-4423

### **When Is The Deadline For Questions About This RFP?**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is February 15, 2002.**

### **Nondiscrimination Certification**

Any bid, proposal, or offer for a contract which is submitted by a Contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified Contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

### **Bidders' Admonishment**

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP,

## **V. Administrative Requirements, Continued**

ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

### **On What Grounds Would My Proposal Be Rejected?**

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking the properly executed Contractor Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.
- If the proposal in its entirety is marked as "Confidential," or any portion of the cost section of Volume 1 is marked "Confidential."

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise nonresponsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

### **What are the Protest Procedures?**

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, a contract(s) will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services (DGS) decides the matter.



## **V. Administrative Requirements, Continued**

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five working days that the Notice of Proposed Award is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer's consideration.

## VI. Evaluation

### About This Section

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Section IV.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

### How Will My Proposal Be Evaluated?

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

#### Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section IV; Bidders who do not follow the required format nor submit the required forms may be eliminated from the competition.

#### Stage Two: Technical Evaluation of Proposals

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. **Those Bidders not meeting the minimum technical score of 560 points will be eliminated from further competition.**

#### Stage Three: Cost Proposal

Those Proposals that pass the minimum technical points will have the Cost Scoring Formula applied to their cost proposal.

#### Final Score

The Small Business Preference, Target Area Contract Preference Act, Enterprise Zone Act, and Local Agency Military Base Recovery Area Act will be applied, if applicable.

The contract will be awarded to the Bidder whose proposal receives the highest average total score.

## **VI. Evaluation Criteria, continued**

### **Do Small Businesses Get Extra Points?**

Yes, each Bidder who is a State certified Small Business will receive a preference (extra points) of five percent (5%) of the lowest cost or price offered by the lowest responsible Bidder who is not a certified Small Business.

### **Do I Qualify for Extra Points under the Target Area Contract Preference Act?**

Yes, each Bidder who qualifies under this program will receive (extra points) of five percent (5%) preference points to California-based companies that perform state contract work in a distressed area.

### **Do I Qualify for Extra Points under the Enterprise Zone Act?**

Yes, each Bidder who qualifies under this program will receive (extra points) of five percent (5%) preference points to California-based companies that perform state contract work in a designated enterprise zone.

### **Do I Qualify for Extra Points under the Local Agency Military Base Recovery Area Act?**

Yes, each Bidder who qualifies under this program will receive (extra points) of five percent (5%) preference points to California-based companies that perform state contract work in the local agency military base recovery area.

### **How Will My Proposal Be Scored?**

The Evaluation Committee will award points for the technical criteria based on the following considerations. The final score for each proposal reflects the average of the combined scores of all Evaluation Committee members.

#### Fail (0 points)

The proposal as presented in the bid does not acceptably meet the criterion. Some examples of reasons for failure are:

- The methods or plans proposed to meet the criterion are technically flawed or infeasible.
- The written proposal inadequately addresses the criterion, so that it is not clear whether the criterion is met.

## **VI. Evaluation Criteria, continued**

### Below Average (1 point)

Minimally acceptable.

- The proposal states a requirement, but offers no explanation of how or what will be accomplished.
- The proposal as presented in the bid minimally meets the criterion. It does not meet the criterion as well as average bids.

### Average (2 points)

The proposal as presented in the bid meets the criterion. It does so by offering, for example:

- Technical approaches, methods, or designs with satisfactory quality.
- Personnel with satisfactory skills or experience.

### Above Average (3 points)

It is clear from reading the proposal that the criterion is met with above average quality. The proposal offers, for example:

- Technical approaches, methods, or designs with good (better than satisfactory) quality, cogent technical explanations or facts satisfying the requirements.
- Personnel with good skills or experience.

### Exceptional (4 points)

It is clear from reading the proposal that the criterion is met with exceptional quality. The proposal offers, for example:

- Technical approaches, methods, or designs that are specific and superior.
- Personnel with exceptional skills or experience.

## **Technical Criteria, Cost And Points**

The Evaluation Committee will review and evaluate the Proposals based on the Evaluation Criteria Worksheet (Exhibit A) and the Cost Formula applied to their Cost Proposal (Form E-2).

## Exhibit A

### TECHNICAL EVALUATION CRITERIA WORKSHEET

FIRM \_\_\_\_\_

BY \_\_\_\_\_

Weighting Factors and Criteria	Weight Factors	X	Scored Points =	Weighted Score
Weighting Factors Rated 1 to 10 Scoring Rated 0 to 4				
<b>SECTION I.</b>				
<b>COMPANY/TEAM ORGANIZATION</b>				
1. Organizational strengths of company/team	4			
2. Project organization and efficient use of staff (using appropriate classification of staff for work statement tasks).	6			
3. References	4			
4. Explanation of methods to minimize costs to the State	3			
<b>SUBTOTAL SECTION I (Minimum Score</b>				
<b>Required to Pass Section I is 80% (54.4 points)</b>				
 <b>SECTION II.</b>				
<b>PROJECT MANAGEMENT</b>				
1. Experience in effectively managing a project, including a team of subcontractors	10			
2. Budget monitoring and quality control	10			
3. Monitoring subcontractors performance	10			
4. Assuring timely deliverables on budget	10			
<b>SUBTOTAL SECTION II (Minimum Score</b>				
<b>Required to Pass Section II is 80% (128 points)</b>				
 <b>SECTION III.</b>				
<b>APPROACH/METHODOLOGY</b>				
1. Task 1 – Contract Management and Reporting	10			
2. Task 2 – Existing Account	10			
3. Task 3 – New Account	10			
4. Task 4 – Emerging Account	10			
5. Task 5 – Customer Credit Account	10			
6. Task 6 – Consumer Education Account	10			
7. Task 7 – Evaluation	7			
<b>SUBTOTAL SECTION III (Minimum Score</b>				
<b>Required to Pass Section III is 80% (214.4 points)</b>				

Weighting Factors and Criteria	Weight Factors	X	Scored Points =	Weighted Score
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#### SECTION IV. EXPERIENCE & QUALIFICATIONS

1. Prior experience with electricity pricing structures and electricity markets	5		
2. Prior technical experience in renewable energy technologies	6		
3. Prior experience in Program evaluation	4		
4. Prior experience in evaluating market development and potential of renewable energy technologies	4		
5. Prior experience in product marketing, communications and public relations	6		
6. Prior experience in market assessment, research, and analysis	6		
7. Prior experience with a variety of project financing mechanisms	4		
8. Familiarity with federal, state, and local regulations regarding electricity markets for renewables	4		
9. Prior experience in advanced database development/management skills	6		
10. Written communication skills, as demonstrated by written proposal	6		

**SUBTOTAL SECTION IV (Minimum Score Required to Pass Section IV is 80% (163.2 points))**

SUBTOTAL SECTION I

SUBTOTAL SECTION II

SUBTOTAL SECTION III

SUBTOTAL SECTION IV

**TOTAL TECHNICAL SCORE  
(Total Minimum Points Required to Pass Technical 560\*)**

**Total Possible Points 700**

**\*Those proposals not attaining a minimum score of 80 percent of the total possible points in each Section above, I, II, III, and IV, will be eliminated from further competition.**

Minimum Points Required (80%)	560
Total Possible Points	700

<b>BIDDER'S TOTAL SCORE</b>	
Total Technical Score:	
Total Cost Score (Cost Formula applied to the Total Average Hourly Rate on the Cost Score Average Hourly Rate form (Form E-2):	
Small Business Preference:	
Target Area Contract Performance Act Adjustment:	
Enterprise Zone Act Adjustment:	
Local Agency Military Base Recovery Area Act Adjustment:	
<b>BIDDER'S FINAL SCORE</b>	

## Exhibit B

### RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO.

Work Authorization No.

Amendment No.

**Program Area:**

☐ Renewables  
Program

**Contract Task:**

☐ Task 1 - Contract  
Mgmt&Reporting  
☐ Task 2 - Existing Account  
☐ Task 3 - New Account  
☐ Task 4 - Emerging Account  
☐ Task 5 - Customer Credit Account  
☐ Task 6 - Consumer Education Acct  
☐ Task 7 - Evaluation

**Fund Source:**

☐ RRTF  
☐ DOE

**Project Title:**

**Commission Project Manager:**

**Contractor/Subcontractor Project Manager:**

**Term:**

**Purpose:**

**Reason for Amendment (if this is an amendment to an existing work authorization):**

<b>TOTAL WORK AUTHORIZATION BUDGET</b>	<b>\$</b>	<b>cumulative (after amendments)</b>
	<b>\$</b>	<b>incremental (\$ of amendment)</b>

#### IMPORTANT NOTICE

The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager and Commission Project Manager. Upon such notification, the Commission Project Manager may *(with approval of the Commission Contract Manager)*:

- (1) Alter the scope of the Work Authorization to accomplish the work within estimated costs; or
- (2) Augment the Work Authorization budget; or
- (3) Authorize the Contractor to complete the work for the actual costs; or
- (4) Terminate the Work Authorization.

Any expenses incurred by the Contractor that have not been duly authorized shall be borne by the Contractor. No amendments to this Work Authorization shall be made for work undertaken without the specific approval of the Commission Project Manager and Contract Manager (see Contract No. \_\_\_\_\_ for details of notice).



## Exhibit B

### RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO.

Work Authorization No.

Amendment No.

#### BUDGET FOR PRIME CONTRACTOR:

<i>Staff Name</i>	<i>Loaded Hourly Rate</i>	<i>Total Estimated Hours</i>	<i>Total Labor</i>
	\$		\$
	\$		\$

<i>Other Direct Costs (ODC's)<sup>1</sup> (list items)</i>	<i>Cost</i>
	\$
	\$

Total Prime Contractor Labor: \$

Total Prime Contractor ODC's: \$

(1) Total Prime Contractor Budget: \$

#### BUDGET FOR SUBCONTRACTORS:

(Please check, if applicable: ☐ DVBE)

<i>Individual Names by Subcontractor</i>	<i>Loaded Hourly Rate</i>	<i>Total Estimated Hours</i>	<i>Total Labor</i>
	\$		\$
	\$		\$

<i>Other Direct Costs (ODC's)<sup>1</sup> (list items)</i>	<i>Cost</i>
	\$

Total Subcontractor Labor: \$

Total Subcontractor ODC's: \$

(2) Total Subcontractor Budget: \$

TOTAL WORK AUTHORIZATION BUDGET\* \$

\*(includes: (1) Prime Contractor Total and (2) Subcontractors Total

<sup>1</sup> Such as shipping, reproduction, postage, telephone, and travel.

## Exhibit B

### RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO.

Work Authorization No.

Amendment No.

#### WORK STATEMENT

##### SUMMARY

##### TASKS

Task 1 –

Deliverable:  
Due Date:

Task 2 –

Deliverable:  
Due Date:

Task 3 –

Deliverable:  
Due Date:

**Exhibit B**

**RENEWABLE ENERGY PROGRAM  
TECHNICAL ASSISTANCE CONTRACT NO.**

Work Authorization No.

Amendment No.

**Approval:**

***ENERGY COMMISSION***

\_\_\_\_\_  
Project Manager                      Date

\_\_\_\_\_  
Renewable Energy Program Manager    Date

\_\_\_\_\_  
Contract Manager                      Date

***PRIME CONTRACTOR***

\_\_\_\_\_  
Program Director                      Date

***SUBCONTRACTOR***

\_\_\_\_\_  
Principal                      Date

## Exhibit C-1

**FORM C-1 COST SUMMARY**

**Bidder/Contractor:** \_\_\_\_\_

***This table is to be completed for each firm that is part of the contract team. List all technical and administrative support personnel whose hours will appear on invoices.***

**COMPANY:**

### ***Technical Specialty:***

[illegible]

\*The loaded hourly rate shall include overhead, G&A, indirect costs, and profit/fee.

## Exhibit C-2

### ***FORM C-2 COST SUMMARY***

**Bidder/Contractor:** \_\_\_\_\_

1. DVBE:
2. Travel/Per Diem:
3. Supplies/Equipment:
4. Information Technology:
5. Other Costs:
6. General and Administrative (G&A):
7. Overhead Rate:
8. Fees (not allowed on subcontractor invoices):

**Exhibit D**

**FORM D LABOR RATE EVALUATION**

**Bidder/Contractor:** \_\_\_\_\_

Company Name	Personnel Name	Classification	A	B	C
			Base Hourly Rate	Overhead + G&A + Indirect Costs	Profit/fee
			(\$/hr)	(%)	(%)
Task 1- Contract Management and Reporting Requirements					
Task 2 - Existing Fund					
Task 3 - New Fund					
Task 4 - Emerging Fund					
Task 5 - Customer Credit Fund					
Task 6 - Consumer Education Fund					
Task 7 - Evaluation					

## Exhibit D

[illegible]

## **Exhibit E-1**

### ***FORM E-1 CLASSIFICATIONS***

Project Director/Principal

Project Manager

Senior Analyst

Senior Designer (Web/Graphics)

Senior Economist

Senior Energy Specialist

Senior Engineer

Senior Financial Analyst

Senior Market Communications Specialist

Senior Programmer/Database Administrator

Administrative Assistant



# Exhibit E-2

## FORM E-2 COST SCORE AVERAGE HOURLY RATE

Bidder/Contractor:			A	B	C=A*B	D
Identify by Task personnel by company, name, and classification (using Form E-1)			Employee Total Loaded Rate/Hr From Form D (Column D)	Hours	Costs for Contract Tasks	Budget for Contract Tasks
Company	Personnel	Classification				
<b>Task 1 - Contract Management and Reporting Requirements</b>						
				SUM	SUM	Task 1 Budget = \$282,000
<b>Task 2 - Existing Fund</b>						
				SUM	SUM	Task 2 Budget = \$343,500
<b>Task 3 - New Fund</b>						
				SUM	SUM	Task 3 Budget = \$362,000
<b>Task 4 - Emerging Fund</b>						
				SUM	SUM	Task 4 Budget = \$402,000
<b>Task 5 - Customer Credit Fund</b>						
				SUM	SUM	Task 5 Budget = \$300,000
<b>Task 6 - Consumer Education Fund</b>						
				SUM	SUM	Task 6 Budget = \$420,500
<b>Task 7 - Evaluation</b>						
				SUM	SUM	Task 7 Budget = \$201,300
				<b>TOTAL AVERAGE HOURLY RATE</b>		

## Exhibit E-2

[illegible]

# ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

## CONTRACTOR STATUS FORM

Contractor's Name \_\_\_\_\_

County \_\_\_\_\_

Address \_\_\_\_\_

Federal Employer ID

# \_\_\_\_\_

Phone

# \_\_\_\_\_

FAX

# \_\_\_\_\_

### STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

#### INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

#### PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

#### CORPORATION

If a corporation, place and date of incorporation:

Date corporation was authorized by Sect. of State:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Agent for service of process and address if different from above:

#### OTHER

Explain:

#### SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: \_\_\_\_\_

Your small business ID number: \_\_\_\_\_

NOTE: This form must be completed or your proposal may be rejected.

## ATTACHMENT 2.1

### SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS

The OSBCR address and phone for Small Business Preference and DVBE information is:

Department Of General Services  
Office of Small Business Certification and Resources  
1531 I Street, 2nd Floor  
Sacramento, CA 95814-2016  
Phone No.: (916) 322-5060

#### Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a small business, or be self-certified pursuant to the Federal Government.

#### DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSBCR. The DVBE program is not a self-certification program. DVBE certification must be approved by OSBCR by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSBCR must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSBCR, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

**OSBCR Homepage:** <http://www.dgs.ca.gov/osbcr>

This internet site provides general information about the DVBE program and certification process.

**DVBEList:** <http://www.dgs.ca.gov/osbcr/dvbe/dvbe.htm>

OSBCR maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

**PRIMEBIDDER'S CERTIFICATION OF  
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

*See Instructions on Reverse*

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I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

**If the bidder is proposing to meet the DBVE participation goal**, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

ATTACHMENT 2.3  
RFP #500-01-503

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSMB Attache
TOTAL				%	

NOTE: *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

ATTACHMENT 2.3  
RFP #500-01-503

DVBE Participation List – Attachment 2.3

**If the participation goals are partially or fully met**, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment 4 (application for DVBE certification) to OSBCR by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

- 0 = Bidder;
- 1 = Primary subcontractor/supplier;
- 2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;
- 3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

**DVBE certification** approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.



ATTACHMENT 2.4

RFP #500-01-503

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

Attachment 2.4 (Continued)

Section 3. DVBES CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBES that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBES that you considered for participation in this contract and state the reasons the DVBES were not selected.

Date Contacted	Name of Company	Nature of Work	Reason Considered But Not Selected	Date

NOTE: If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements. Failure to complete each section of this form will result in rejection of the proposal as nonresponsive.

**ATTACHMENT 2.4 (CONTINUED)**  
**INSTRUCTIONS FOR ATTACHMENT 2.4**  
**DOCUMENTATION OF GOOD FAITH EFFORTS**

**If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT**

Information is available at:

DGS-DVBE Resources Packet – [www.osmb.dgs.ca.gov/scrp/resource.pdf](http://www.osmb.dgs.ca.gov/scrp/resource.pdf) – 916-322-5060  
California Energy Commission DVBE handbook – 916-654-4392

**Part 1 - ORGANIZATION CONTACTS**

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

*The DVBE list available from DGS consists of commodities and services (including consultant services).*

**Part 2 - ADVERTISING**

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear not less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

**NOTE:** *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

**Part 3 - DVBE'S RESPONDING AND CONSIDERED**

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

**NOTE:** *The bidder must make actual contact with DVBEs. Services provided by DVBEs must be a reimbursable item under the project.*

**ATTACHMENT 3**  
**RFP #500-01-503**  
**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1)

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - a. Current State Employees (PCC 10410):
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - b. Former State Employees (PCC 10411):
    - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste

~~STANDARD SPECIFICATION~~  
**Std. CC (New 2-01)**

discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

**Attachment 4**  
**RFP #500-01-503**  
**CUSTOMER REFERENCES**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
CONTRACTS OFFICE

CUSTOMER REFERENCES  
Provide a minimum of 4 references, use additional pages as needed.

ATTACHMENT 4

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.  - Time frame for work  - Budget for work	



This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

*See reverse for program  
description and  
instructions for completing  
this form.*

## SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

**SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE** *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

### SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

## SECTION 4: CERTIFICATION

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

*Worksite Preference:* Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

*Workforce Preference:* Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference)

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contact Preferences Act (TACPA) Request" on Reverse

**Section 1:** Enter the solicitation number and the name of the state department or agency offering the solicitation.

**Section 2:** Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

*Firm's role in this bid:* Enter the appropriate description indicating what job the listed firm will perform.

*Tract and Block Numbers:* See instructions above on how to obtain tract and block numbers.

*Labor Hours Estimated:* For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

*Criteria:*

A: The firm is located in a California eligible distressed area.

B: The firm will establish a worksite in a California eligible distressed area.

C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.

D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

**Section 3:** Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

**Section 4:** The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

*See reverse for program  
description and  
instructions for completing  
this form.*

## SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

**SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE** *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

### SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

## SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

*Worksite Preference:* Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

*Workforce Preference:* Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)  
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)  
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

**Section 1:** Enter the solicitation number and the name of the state department or agency offering the solicitation.

**Section 2:** Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

*Firm's role in this bid:* Enter the appropriate description indicating what job the listed firm will perform.

*Enterprise Zone Name:* See instructions above on “How to Identify Enterprise Zone Locations.”

*Labor Hours Estimated:* For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.”

*Criteria:*

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

**Section 3:** Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

**Section 4:** The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

BID NUMBER
AGENCY/DEPT.

List the bidding firm and **all** suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate how the bidder is verifying the small business status of the suppliers and subcontractors to ensure worksite preference eligibility by providing the requested information. Attach additional pages if needed.

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

**SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE**

[illegible]

### SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description	Other Bidding Preference Programs	Instructions for completing "LAMBRA" Preference Request on Reverse
<p>The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAS by offering bidding preferences on qualified solicitations.</p> <p>The LAMBRA Act provides for two preferences: Worksite and Workforce.</p> <p><i>Worksite Preference:</i> Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.</p> <p>LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.</p> <p><i>Workforce Preference:</i> Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).</p> <p>To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.</p> <p>For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.</p>	<p>In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:</p> <p>TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)</p> <p>EZA -Enterprise Zone Act (up to 9% bidding preference)</p> <p>Small Business - Certified small businesses in California can receive a 5% bidding preference.</p> <p>A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.</p> <p><b>How the Bidding Preference Works</b></p> <p>The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.</p> <p>If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.</p> <p><b>Reporting Requirements</b></p> <p>Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.</p> <p><b>How to Identify LAMBRA Locations</b></p> <p>Contact the State Trade and Commerce Agency at (916) 324-8211.</p>	<p><b>Section 1:</b> Enter the solicitation number and the name of the state department or agency offering the solicitation.</p> <p><b>Section 2:</b> Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.</p> <p><i>Firm's role in this bid:</i> Enter the appropriate description indicating what job the listed firm will perform.</p> <p><i>Military Base Recovery Area Name:</i> See instructions above on "How to Identify LAMBRA Locations."</p> <p><i>Labor Hours Estimated:</i> For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."</p> <p><i>Criteria:</i></p> <p>A: The firm is located in a California designated LAMBRA.</p> <p>B: The firm will establish a worksite in a California designated LAMBRA.</p> <p>C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.</p> <p><b>Section 3:</b> Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.</p> <p><b>Section 4:</b> The Bidder must complete and sign the Certification.</p>

## STANDARD AGREEMENT

C. 213 (NEW 02/98)

AGREEMENT NUMBER

500-01-XXX

This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

CONTRACTOR'S NAME

The term of this  
Agreement is:The maximum amount  
of this Agreement is: \$The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made  
a part of the Agreement:

Exhibit A – Scope of Work Page(s)

Exhibit B – Budget Detail and Payment Provisions Page(s)

\* Exhibit C – General Terms and Conditions GTC-201  
Number (Dated)

Exhibit D – Special Terms and Conditions Page(s)

Exhibit E – Additional Provisions Page(s)

Exhibit F – Contact Persons Page

View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

## CONTRACTOR

CALIFORNIA

Department of General  
Services

Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

\_\_\_\_\_  
(Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

## STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission

\_\_\_\_\_  
(Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Sue Raedel, Contracts Office Manager

ADDRESS

516 9<sup>th</sup> Street, Sacramento, CA 95814☐ Exempt per

## **EXHIBIT A**

### **Scope of Work**

#### **PURPOSE**

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) with the services described in the following tasks:

##### **Task 1:**

Contractor shall ...

Deliverable: List all deliverables

Due Date: Month, day, year

##### **Task 2:**

Contractor shall ...

Deliverable: List all deliverables

Due Date: Month, day, year



## EXHIBIT B

### Budget Detail and Payment Provisions

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission  
Accounting Office, MS-2  
1516 9<sup>th</sup> Street, First Floor  
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.
4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Commission and released to Contractor only upon the Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Commission.

**If the deliverables are not satisfactory and/or completed by the due date, the retained amount will not be paid to the Contractor.**

5. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate*                      ☐ *Quarterly Flat Rate*                      ☐ *One –Time Payment*  
☒ *Itemized Monthly or Quarterly Invoice*  
☐ *Advance Payment Not to Exceed \$*  
☐ *Reimbursement/Revenue*  
☐ *Other (Explain) See Payment Schedule*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall correctly identify and explicitly correlate personnel, labor rates, actual hours, and other expenses authorized by either this Agreement or charged to each task of each Work Authorization.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Commission no later than 60 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

7. **BUDGET DETAIL**

## EXHIBIT C

### General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

## **EXHIBIT D**

### **Special Terms and Conditions**

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Commission reserves the right to approve any substitution of the Project Manager.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Commission personnel for the performance of services, which are the responsibility of Contractor unless the Commission Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:** Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task; the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

(CO list subcontractors here)

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- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Commission staff, and submitting completed products to the Commission Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Commission Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using either 1); A competitive bid process conducted in conformance with the State's and Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the competitive bid and obtaining a minimum of three bids. Approval of the Contractor's competitive bid process shall be subject to the Commission Contract Manager and Commission Contracts Officer prior to release of the bid document. 2); The Commission may direct Contractor to sole source a subcontract with a specific firm, once Commission Contract Manager has obtained sole source approval via Commission internal procedures for sole source contracts. The Commission Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo as described below.

- 2) The Commission Contract Manager shall complete and submit to the Commission Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Commission Contract Manager shall be notified immediately.

4. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CHANGES:**

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE, the Contractor shall request approval from the Commission Contract Officer.

The procedure for replacing any DVBE is:

- A. Contractor shall inform Commission Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- B. Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Commission Contract Officer.

5. **PERFORMANCE EVALUATION:** Consistent with Public Contract Code Sections 10367 and 10369, the Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

6. **REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A. Both Progress and Final Reports shall be delivered to the Commission Contract Manager.
- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:  
California Energy Commission  
Project Title  
Contractor Number  
By (Contractor)

- C. **Ownership:** Each report shall become the property of the Commission.
- D. **Non-Disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Commission Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality**  
No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer.
- Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

“LEGAL NOTICE”

**"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

7. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design

or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART**

The Contractor, by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to



authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

9. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.
10. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Commission of the decision at a Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

11. **TERMINATION:**

The parties agree that because the Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Commission under the terms set forth below is an essential term of the Agreement, without which the Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Commission, the Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

12. **WAIVER:** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.
13. **CAPTIONS:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

14. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:** In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

15. **NOTICE:** Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

16. **STOP WORK:** The Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

A. **Compliance:** Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

B. **Equitable Adjustment:** An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.

C. **Revoking a Stop Work Order:** Contractor shall resume the stopped work only upon receipt of written instructions from the Commission Contract Officer canceling the stop work order.

17. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit E, Additional Provisions.

## **EXHIBIT E**

### **Additional Provisions**

1. **CONFIDENTIALITY:** The Contractor has not identified any confidential or proprietary items to be delivered under this Agreement.

In the event there is a disagreement regarding confidential treatment of items to be delivered under the Agreement, the parties shall use the "Disputes" clause. Those items to be considered as confidential shall be subject to the Commission Executive Director's determination of confidentiality. If the Contractor wishes to appeal the Executive Director's determination, the appeal shall be made to the full Commission. If the Contractor disagrees with this determination, the Contractor may seek judicial review as per Title 20 CCR 2506, et seq.

A. Public and Confidential Deliverables

All deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information except when the Commission Contract Manager and the Contractor deem it necessary to include confidential information in a deliverable. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contract's Office. Only those items specifically listed here or in a subsequent determination of confidentiality qualify as confidential deliverables.

B. Identifying and Submitting Confidential Information

All confidential information submitted by the Contractor shall be marked "Confidential" on each page of document containing the confidential information and presented in a sealed package to the Commission Contract Officer.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information that the Contractor considers to be protectable as confidential information. The Commission Contract Manager shall provide Contractor with a copy of the Commission's Application for Confidential Designation. Contractor must list all items and information along with justification for confidentiality and submit the application to the Commission Contract Manager. The Commission Executive Director makes the final determination of confidentiality. Such subsequent determinations will be added to this Exhibit.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal

#500-01-503, titled, Technical Assistance for the Renewable Energy Program, Contractor's proposal dated \_\_\_\_\_ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.

3. **WORK AUTHORIZATION PROCESS:** The Commission Contract Manager shall prepare a Work Authorization (WA) directing the work the Contractor provides. All WA's shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Commission Contract Manager shall file all original signed WA's with the Commission Contracts Office. Each WA shall detail the following:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (Work Statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Identification of Commission Project Manager
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

- A. The Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
- 2) Augment the dollar amount of the WA via an amendment; or
- 3) Authorize the Contractor to complete the work for the actual costs; or
- 4) Terminate the WA.

- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.

D. 1) Bidding Activities:

Contractor and each subcontractor shall agree not to bid as a project developer or independent consultant on any of the following:

- a) An RFP or project in which Contractor or any subcontractor has provided assistance under this Contract.
- b) On every related RFP or subject that currently receives assistance or receives assistance during this Contract under the Technical Assistance for the Renewable Energy Program or intends to apply for such assistance under the above program and makes that fact known to Contractor or Contractor team members.

2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

- a) Any project seeking assistance under the program listed above for which Contractor has become a project developer or independent consultant in a situation not covered by clause D.1; or,

- b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, the Contractor has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under the above program.

3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Commission Contract Manager, and shall furnish the Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Agreement.

4) Follow- on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

5. **EQUIPMENT:**

- A. Equipment shall be subject to prior written approval from the Commission Contract Manager.
- B. All equipment purchased with Commission funds shall be made subject to the following terms and conditions:
  - 1) The Commission Contract Officer will complete and sign a Uniform Commercial Code (UCC.1) Financing Statement and submit it to the Contractor for signature. The Commission Contract Officer will file the signed UCC.1 with the Secretary of State's Office. Invoices for equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
  - 2) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall remain with the Commission.
  - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of



damage/destruction as part of the work described in Exhibit A, Scope of Work.

C. Upon termination of this contract, Commission may:

- 1) by mutual agreement with the Contractor, allow the Contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination of this contract, or
- 2) request that such equipment be delivered to the Commission with any costs incurred for such return to be borne by the Commission.

## EXHIBIT F

### CONTACT PERSONS

<b>Commission Contract Manager:</b>  NAME, MS-XX California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) NUMBER Fax: (916) NUMBER e-mail: <a href="mailto:NAME@energy.state.ca.us">NAME@energy.state.ca.us</a>	<b>Contractor Project Manager:</b>  (Name) (Contractor Name) (Address)  Phone: Fax: e-mail:
<b>Commission Contract Officer:</b>  Kathy Chan, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-4379 Fax: (916) 654-4423 e-mail: <a href="mailto:kchan@energy.state.ca.us">kchan@energy.state.ca.us</a>  Deliver confidential deliverables to this location only.	<b>Contractor Contract Administrator:</b>  (Name) (Contractor Name) (Address)  Phone: Fax: e-mail:
<b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b>  Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-4401	
<b>Legal Notices:</b>  Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-4392 Fax: (916) 654-4423 e-mail: <a href="mailto:craedel@energy.state.ca.us">craedel@energy.state.ca.us</a>	